

EXHIBIT

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COPY

IN THE CHANCERY COURT OF BRADLEY COUNTY, TENNESSEE

COREY HINDMAN,)
Plaintiff,)
v.) Docket No. 2020 CV-297
MDG CONNECTED SOLUTIONS, INC.)
f/k/a MDG COMPUTER SERVICES, INC.)
Defendant.)

COMPLAINT

2020 AUG 14 PM 1:04
FILER: HOLLY THOMPSON
CLERK: CLERK'S OFFICE
FILER: HOLLY THOMPSON
CLERK: CLERK'S OFFICE

Corey Hindman says:

1. Corey Hindman is a Bradley County, Tennessee resident residing at 238 Old Parksville Road, Cleveland, Bradley County, Tennessee.
2. MDG Computer Services, Inc. is an Illinois corporation with its principal place of business at 1343 Mulberry Lane, Cary, Illinois 60013-6507. This Defendant changed their name to MDG Connected Solutions, Inc. in 2019 and has previously done business under the names 3Gstore.com and 5Gstore.com. None of these entities are licensed to do business in the State of Tennessee.
3. This cause of action arises from a breach of contract and failure to pay commissions owed to your Plaintiff which were earned in Bradley County, Tennessee. Since Corey Hindman served as a director of One Talk Sales for the Defendants from July 2017 through May 19, 2020 when he was terminated by the Defendants, your Defendant is subject to the jurisdiction and venue of this Court by allowing the Plaintiff to maintain his office and base of operations for his position as director of One Talk Sales in Bradley County, Tennessee.

4. On July 20, 2017, Michael Ginsberg, as President, issued the attached email to Corey Hindman offering him a position with the Defendant as Director of One Talk Sales with a annual gross starting salary of \$75,000.00 plus payment of quarterly commissions for every One Talk phone that is sold for \$10.00 per phone. (See attached agreement). From July 2019 through the date of the Defendant's wrongful termination of Corey Hindman on May 19, 2020, Defendant paid the \$10.00 per phone commission for some of the One Talk phones that were sold by the Plaintiff.

5. At the time of Corey Hindman's discharge, he had sold 21,466 One Talk phones and been paid commissions on 14,696 of these phones. As a result, commissions were owed on the sale of 6,770 One Talk phones or \$67,700.00.

6. Your Defendant, MDG Computer Services, Inc. under-reporting of Hindman's actual sales and improper withholding of the employer taxes violates the following statutes in the State of Tennessee and serves as a breach of contract for a negligent and fraudulent misrepresentation of Hindman's actual earnings:

- a. Your Defendant violated T.C.A. §50-2-102, which provides:
 - i. An employee ... upon demand of other indebtedness and upon refusal of a corporation to redeem ... evidence of indebtedness in good and lawful money of the United States, may maintain an employee's ... own name an action before any court of competent jurisdiction against the corporation issuing evidence of indebtedness, pursuant to subsection (a) for the recovery of value of the indebtedness; and, if the plaintiff recovers a judgment in the case, it shall include a penalty of 25 percent of the amount due and a reasonable fee for the plaintiff's attorney's fees for the attorney's services in suit, all of which, as well as costs, shall be taxed against the defendant.

- b. Your Defendant violated T.C.A. §50-2-103 which provides:

All wages or compensation of employees in private employment shall be due and payable as follows:

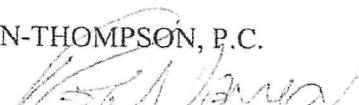
- i. All wages or compensation earned or unpaid prior to the first date of any month shall be due and payable not later than the 20th day of the month following the one in which the wages were earned;
- ii. All wages for compensation earned or unpaid prior to the 16th day of any month shall be due and payable not later than the 5th day of the succeeding month.

- c. Your Defendant violated and/or breached their contract employment with Hindman by failing to remit the commissions on the actual sales generated by Hindman;
- d. Your Defendant negligently and fraudulently misrepresented to Hindman what his actual sales were as an employee during 2017, 2018 and 2019 and Hindman justifiably relied upon his employer to remit to him the actual sales that he generated for federal reimbursement. Defendant exclusively maintains the means of information as to the amount of sales generated by Hindman, the billing information for those sales, and payment of those sales which were exclusively accessible only to the Defendant.
- e. Your Defendant willfully and voluntarily violated the Fair Labor Standards Act by failing to pay Hindman the wages he was owed during each pay period. (See 29 U.S.C. §201 *et seq.*) Michael Ginsberg was in operational control of Defendant and conspired with other defendants to voluntarily underpay Hindman the wages he was due. Under 29 U.S.C. §216(b) Hindman, if he prevails, is entitled to award of his attorney's fees.

WHEREFORE Hindman seeks a judgment determining that the Defendant owes Hindman \$67,700.00 of commissions plus interest and attorney's fees in an amount not to exceed \$74,999.00.

Respectfully submitted,

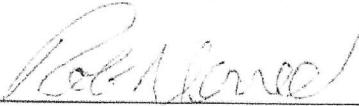
LOGAN-THOMPSON, P.C.

By 
ROBERT G. NORRED, JR. (BPR#012740)
Attorneys for Plaintiff
PO Box 191
Cleveland, TN 37364-0191
423/476-2251

COST BOND

We, the undersigned Principal and Surety, do hereby acknowledge ourselves as security for the costs of this cause, not to exceed \$1,000.00.

LOGAN-THOMPSON, P.C., Principal and Surety,
by



From: **Corey Hindman** <bravesfan.ch@gmail.com>
Date: Thu, Jul 20, 2017 at 4:11 PM
Subject: Re: Corey Hindman Employment Offer
To: Michael Ginsberg <mike@3gstore.com>

Corey lee Hindman

2911 N ocoee st
Cleveland, tn 37312

Dob 2/24/1989

On Jul 20, 2017 3:33 PM, "Michael Ginsberg" <mike@3gstore.com> wrote:
Awesome!

Send me your home address, your name exactly as it appears on your driver's license and date of birth, I will setup the Quest Diagnostics.

On Thu, Jul 20, 2017 at 2:29 PM, Corey Hindman <bravesfan.ch@gmail.com> wrote:
I accept.

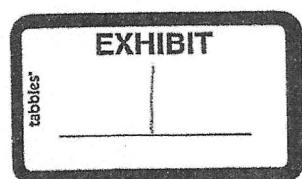
On Jul 20, 2017 12:34 PM, "Michael Ginsberg" <mike@3gstore.com> wrote:

Corey,

On behalf of 3Gstore.com and our parent company MDG Computer Services, I am pleased to offer you a position of **Director of One Talk Sales** with a start date of **TBD**.

Should you accept this job offer your annual gross starting salary of \$75,000, paid in bi-monthly (15th and end of the month) installments by direct deposit, beginning **TBD**. MDG will also be paying you the following commissions quarterly for every One Talk phone that is sold:

\$10 per phone. If we need to hire additional employees to support One Talk, the per phone rate will drop to \$8
Also, if we sell the One Talk Process/Programming to Verizon directly, you will get 4% of any Verizon lump sum (need to be working here a minimum of 1 year to qualify)



You will be eligible to participate in our Health and Dental Insurance plan the 1st day of the month following 60 days of employment and our 401K after 1 year of service. Also, you will qualify for our short and long term disability after your full 60 days (no charge to you for this). In addition, we offer vacation time and paid holidays as detailed in our employee handbook.

I am attaching a link to download the following documents that will need to be reviewed/completed and brought with you on your first day of employment:

1. MDG Employee Application v3 (**need returned with acceptance of this offer**)
2. MDG Employee Information Form
3. W4 Form (Federal & Illinois)
4. MDG Computer Services Employee Handbook (needs to be reviewed and the last page only returned)
5. Employee Handbook Addendum - Non-Compete
6. Employee Handbook Addendum - Equipment
7. Employee Handbook - Drug Testing Consent
8. Direct Deposit for Paylocity our Payroll provider (We only pay via Direct Deposit vs. check)

[Link to download](#) the above forms.

In addition, I will need a copy of a cancelled check along with the Direct Deposit form.

This offer of employment is contingent upon:

Successful Completion of a Pre-Employment Drug Screening - MDG is a drug-free work environment. As a result, an additional condition of this offer is that you must pass a pre-employment urine drug screening. Should you accept this offer, you will receive further instructions on where and when to take the drug test from a company called Quest Diagnostics.

Results of Pre-employment Background Investigation - Because your position may involve confidential business information, MDG will perform a routine pre-employment background confirmation.

Withdrawal - MDG may withdraw or revoke this offer at any time, prior to or after acceptance by you. MDG strives to operate at the highest professional and ethical levels. Accordingly, it is extremely important that MDG employees recognize and abide by their obligations not only to MDG but also to any former employer. Therefore, your representations to MDG during the interview process regarding contractual obligations you may owe to third parties are very important to MDG.

Employment Relationship - As is usual, the employment relationship (where "at-will" employment is applicable) may be ended by you or by MDG for any reason at any time.

Please inform us of your decision about our offer by responding to my email no later than July 27, 2017 11:59:00 PM CST. If you have questions or would like additional information, feel free to call me at +1 (847) 404-0534 or email me at mike@3Gstore.com, I'll be happy to help. The only form that I require with your acceptance is the form named "MDG Employment Application v3" to be completed and returned. The others can be returned on your first day of work.

Thank you and I am really looking forward to having you on our growing team!

--
Michael Ginsberg
CEO / Founder
3Gstore.com

770-C Industrial Dr.

Cary, IL 60013

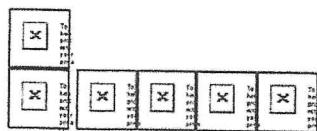
1-866-3GSTORE Ext: 701 ([866 347 8673](tel:8663478673) or [847-462-4004](tel:8474624004))

Direct: [847-701-1353](tel:8477011353)

Cell: [847-404-0534](tel:8474040534)

email/gtalk/facetime/iMessage: <mike@3gstore.com> | Skype: michaelginsberg1963

Twitter: @michaelginsberg



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Michael Ginsberg

CEO / Founder

3Gstore.com

770-C Industrial Dr.

Cary, IL 60013

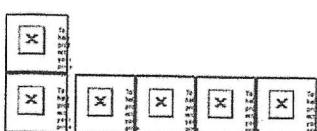
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email/gtalk/facetime/iMessage: <mike@3gstore.com> | Skype: michaelginsberg1963

Twitter: @michaelginsberg



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